

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

CLMS MANAGEMENT SERVICES LIMITED
PARTNERSHIP, ROUNDHILL I, L.P.,

Plaintiffs,

v.

AMWINS BROKERAGE OF GEORGIA, LLC;
AMRISC, LLC; C.J.W. & ASSOCIATES, INC.;
CERTAIN UNDERWRITERS AT LLOYD'S,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

COMES NOW, Plaintiffs CLMS MANAGEMENT SERVICES LIMITED PARTNERSHIP and ROUNDHILL I, L.P. (collectively to hereinafter as "Plaintiffs") and alleges against Defendants AMWINS BROKERAGE OF GEORGIA, LLC; AMRISC, LLC; C.J.W. & ASSOCIATES, INC.; CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, (collectively referred to hereinafter as "Defendants") as follows:

I. PARTIES

1.1 Plaintiff CLMS MANAGEMENT SERVICES LIMITED PARTNERSHIP is a Washington Limited Partnership with its principle place of business in Graham, Washington.

1.2 Plaintiff ROUNDHILL I, L.P. is a Washington Limited Partnership with its principle place of business in Graham, Washington.

1 1.3 Plaintiffs are informed and believe that at all relevant times Defendant
2 AMWINS BROKERAGE OF GEORGIA, LLC was a North Carolina limited liability
3 corporation with its principle place of business in Atlanta, Georgia.

4 1.4 Plaintiffs are informed and believe that at all relevant times Defendant
5 AMRISC, LLC was a Delaware Limited Liability Company with its principle place of business
6 in Houston, Texas.

7 1.5 Plaintiffs are informed and believe that at all relevant times Defendant C.J.W. &
8 ASSOCIATES, INC. was a Florida Corporation with its principle place of business in Orlando,
9 Florida.

10 1.6 Plaintiffs are informed and believe that at all relevant times Defendant
11 CERTAIN UNDERWRITERS AT LLOYD'S, LONDON was a British business entity with its
12 principle place of business in London, England.

13 **II. JURISDICTION AND VENUE**

14 2.1 Federal diversity jurisdiction exists pursuant to 28 U.S.C § 1332. Complete
15 diversity of citizenship exists between the parties and the amount in controversy, exclusive of
16 interest and costs, exceeds the sum or value of \$75,000.

17 2.2 Venue in the Western District of Washington at Tacoma is proper pursuant to 28
18 U.S.C. § 1391 because a substantial part of the events or omissions on which the claims
19 asserted herein are based occurred in this District and the subject contract was executed in this
20 District.

21 **III. FACTS COMMON TO ALL CAUSES OF ACTION**

22 3.1 At all relevant times, and in relation to all causes of action, each Defendant was
23 serving as an agent for each of the other Defendants.

1 3.2 Roundhill Townhomes (referred to hereinafter as “Roundhill”) is a multifamily
2 residential complex containing sixteen buildings which is operated and managed by Plaintiff
3 CLMS MANAGEMENT SERVICES LIMITED PARTNERSHIP, and owned by Plaintiff
4 ROUNDHILL I, L.P.

5 3.3 On September 16, 2016, Plaintiffs entered into an insurance contract through
6 Defendant AMRISC, LLC regarding the Roundhill property (referred to hereinafter as the
7 “Policy”).

8 3.4 Defendant AMWINS BROKERAGE OF GEORGIA, LLC was an insurance
9 broker which assisted in the placement of the policy.

10 3.5 C.J.W. & ASSOCIATES, INC. was a claims administrator for the insurers.

11 3.6 Defendant CERTAIN UNDERWRITERS AT LLOYD’S, LONDON (certificate
12 number AMR-39768-02) are underwriters on the subject policy.

13 3.7 The policy provided coverage for the Roundhill property from August 30, 2016
14 – August 30, 2017.

15 3.8 On or about August 27, 2017, seven of the Roundhill buildings were damaged
16 by Hurricane Harvey. Damages are currently estimated at a combined \$5,660,000.

17 3.9 Plaintiffs made a claim under the Policy.

18 3.10 At various times, Plaintiffs made inquiries concerning the claim and these
19 inquiries were not timely or properly responded to.

20 3.11 On May 24, 2018, Defendant C.J.W. & ASSOCIATES, INC. issued a letter
21 alleging a deductible of \$3,600,000 (hereinafter referred to as the “Deductible Letter”).

22 3.12 On July 16, 2019, a letter was sent by Plaintiffs’ counsel concerning the claim.
23 To date, there has been no substantive response to that letter.
24

IV. FIRST CAUSE OF ACTION – BREACH OF CONTRACT (INSURANCE CONTRACT)

4.1 Plaintiffs reassert the allegations contained in paragraphs 1.1 – 3.12.

4.2 The Deductible Letter issued by Defendant C.J.W. & ASSOCIATES, INC. alleges that the deductible under the policy is \$3,600,000. Under the Policy, the deductible should be \$600,000, not \$3,600,000.

4.3 As a result of Defendants' breach of contract, the Plaintiffs suffered, and continues to suffer, damages in an amount to be proven at trial.

V. SECOND CAUSE OF ACTION – FAILURE TO COMMUNICATE POLICY CHANGES

5.1 Plaintiffs reassert the allegations contained in paragraphs 1.1 – 4.3.

5.2 Plaintiffs had previously insured the property with Defendants and certain changes were allegedly made in the subject policy. These changes were not communicated to the Plaintiffs and are, therefore, ineffective.

VI. THIRD CAUSE OF ACTION – UNFAIR CLAIMS HANDLING PRACTICES

6.1 Plaintiffs reassert the allegations contained in paragraphs 1.1 – 5.2.

6.2 Defendants engaged in a pattern and practice of unfair claims settlement practices under WAC 284-30-330.

6.3 Defendants violated WAC 284-30-360 by failing to acknowledge pertinent communications from Plaintiff within the prescribed time periods under Washington regulations.

6.4 Defendants failed to reasonably construe the Policy or investigate the claim.

6.5 Defendants failed to act with Plaintiffs in good faith.

VII. PRAYER

WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as follows:

1. That Plaintiffs may have judgment on ALL CAUSES OF ACTION for general, and special damages and all other allowable damages according to proof at trial, in excess of \$75,000 exclusive of interest and costs;

2. The Plaintiffs may have judgment on ALL CAUSES OF ACTION for reasonable attorneys' fees and costs in an amount according to proof at trial;

3. The Plaintiffs may have judgment on ALL CAUSES OF ACTION for pre-judgment and post-judgment interest in an amount according to proof at trial and the law; and

4. That Plaintiffs be awarded such other and further relief as this Honorable Court deems just and proper.

DATED this 23rd day of August, 2019.

HOLMES WEDDLE & BARCOTT, P.C.

/s/ Michael A. Barcott

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